

*Treusch v. Shryock*, 51 Md. 172; *Blake v. Pitcher*, 46 Md. 465; *Sodini v. Winter*, 32 Md. 133.

In Baltimore county, where a contractor temporarily abandons work and the owner takes the work up but subsequently the contractor resumes charge, a contract with the owner as to materials furnished subsequent to such resumption by the contractor, was held not to be established by the evidence, and the lien was held invalid. *Carroll v. Waters*, 108 Md. 420 (decided prior to the act of 1910, ch. 52).

For a case involving the enforcement of a lien by sureties who guaranteed against liens, see *German, etc., Church v. Heise*, 44 Md. 476. See also, *Pinning v. Skipper*, 71 Md. 351.

For a case holding that the act of 1838, ch. 205, was sufficiently identified, although referred to as the act of 1839, and also dealing with the act of 1845, ch. 176, see *Pue v. Hetzell*, 16 Md. 549.

*Quære*, whether there can be a lien on a building and adjacent land, for bricks furnished for a pavement around the building *Watts v. Whittington*, 48 Md. 357.

Cited but not construed in *Wilson v. Jones*, 46 Md. 358.

As to mechanics' liens on machines, etc., see sec. 22; as to boats, see sec. 43.

See notes to sections 11 and 23

1904, art. 63, sec. 2. 1888, art. 63, sec. 2. 1860, art. 61, sec. 2. 1845, ch. 287, sec. 3.

2. In all cases in which a building shall be commenced and not finished the lien shall attach thereto to the extent of the work done or materials furnished.

Cited but not construed in *McLaughlin v. Reinhart*, 54 Md. 76.

See notes to sections 1 and 15.

*Ibid.* sec. 3. 1888, art. 63, sec. 3. 1860, art. 61, sec. 3. 1845, ch. 287, sec. 5.

3. No person having such lien shall be considered as waiving the same by granting a credit or receiving notes or other securities, unless the same be received as payment or the lien be expressly waived, but the sole effect thereof shall be to prevent the institution of any proceedings to enforce said lien until the expiration of the time agreed upon.

Mortgage and contract held not to amount to a waiver of lien. What will amount to a waiver? *Maryland Brick Co. v. Spilman*, 76 Md. 344; *McLaughlin v. Reinhart*, 54 Md. 76; *Sodini v. Winter*, 32 Md. 134.

The application of the last clause of this section is not limited to the party with whom the contract for the credit is made. Fraud (in obtaining the credit), held not to be established. *Thomas v. Turner*, 16 Md. 110.

Lien held to be waived by a special contract. *Pinning v. Skipper*, 71 Md. 348; *Willison v. Douglas*, 66 Md. 101.

Lien held to be waived, or that the claimant was estopped to claim priority. *Goldman v. Brinton*, 90 Md. 264.

This section applied. *Blake v. Pitcher*, 46 Md. 467; *Thomas v. Turner*, 16 Md. 110.

*Ibid.* sec. 4. 1888, art. 63, sec. 4. 1860, art. 61, sec. 4. 1838, ch. 205, sec. 2.

4. The said lien shall extend to the ground covered by such building and to so much other ground immediately adjacent thereto and belonging in like manner to the owner of such building as may be necessary for the ordinary and useful purposes of such building, the quantity and boundaries whereof shall be designated in the following manner.

A lien for the erection of buildings for a school, held to be restricted to the farm tract on which such buildings were located, and not to extend to